

BOND NO. _____

TIPPECANOE COUNTY DRAINAGE BOARD
SUBDIVISION MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we,
_____ as principal (hereinafter referred to as Principal), and
_____ as Surety, **(hereinafter referred to as Surety)** are
held and firmly bound unto the Drainage Board of the County of Tippecanoe in the State of
Indiana, **(hereinafter referred to as the Drainage Board)** jointly and severally, in the sum of
_____ Dollars (\$ _____), in the
aggregate, for the payment of which we firmly bind ourselves, our heirs, executors,
administrators and assigns.

WHEREAS, the Principal has installed certain storm water drainage, erosion and/or
sediment control improvements, facilities and systems including drainage swales, storm sewers
located outside of the public road and street right of way, detention ponds, or other
improvements **(hereinafter referred to as the Installation)** for

_____, **(hereinafter referred to as the Development)** located in Tippecanoe County,
State of Indiana.

NOW, THEREFORE, the condition of this obligation is such that if the Principal has
faithfully performed the work to be done in such Installation above referred to **in accordance
with the standards, specifications and requirements of the Drainage Board** and shall fully
indemnify and save harmless the Drainage Board from all costs and damages which the Drainage
Board may suffer by reason of the failure of Principal to do so and shall fully reimburse and
repay the Drainage Board for all outlays and expenses which the Drainage Board may incur in
making good any such default and shall pay all persons who have contracts directly with the
Principal for labor and materials; and the Principal warrants that such Installation has been done
according to standards of good workmanship, and that all the materials used in the construction
and installation are of good quality and construction and that such Installation has been
constructed in accordance with the standards, specifications and requirements of the Drainage
Board, Tippecanoe County Highway Department, the Tippecanoe County Surveyor, **and** the
Tippecanoe County Drainage and Sub-Division Control Ordinances applicable to said
development; and the Principal, at its own expense for a period of three (3) years after said
improvements and installations are approved by the Tippecanoe County Surveyor, shall
maintain said improvements and installations and make all repairs thereto which may become
necessary by reason of improper workmanship or materials, **(which maintenance or repairs
shall not include**, however, any damage to said improvements and installations resulting from
forces or circumstances beyond the control of said Principal, or occasioned by inadequacy of
standards, specifications and requirements of said Drainage Board), then this obligation shall be
null and void; otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our hand and seals this ____ day of _____, 20____.

PRINCIPAL:

(Type name)

By: _____
SURETY:

(Type name)

By: _____

(Type Contractor name here)

The above Maintenance Bond has been approved and accepted on the behalf of the Tippecanoe County Drainage Board in the State of Indiana, on this ____ day of _____, 20____.

TIPPECANOE COUNTY DRAINAGE BOARD

David S. Byers, President

Tracy Brown, Vice President

Thomas P. Murtaugh, Member

ATTEST:

Drainage Board Secretary